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Monroe, Louisiana 71201 Telephone (318) 330-9020

Lot 211, Sec A, Revised, Sec 14, T1S, R8W, DeSoto County, Mississippi

SUBSTITUTION OF TRUSTEE

STATE OF MISSISSIPPI
COUNTY OF DeSoto

WHEREAS, on the 8 day of March, 2006, Charles Downs, a married person, joined by his spouse Janice Downs executed a Deed of Trust to Jim B Tohill, Trustee for the use and benefit of Ameriquest Mortgage Company beneficiary, which Deed of Trust is on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Deed of Trust Record at Book 2439 at Page 562; and

WHEREAS, the undersigned is the present holder and beneficiary of the Deed of Trust referenced to above; and

WHEREAS, under the terms of said Deed of Trust, the beneficiary or any assignee is authorized to appoint a Trustee in the place and stead of the original Trustee or any successor Trustee in said Deed of Trust; and

NOW, THEREFORE, the undersigned holder of said Deed of Trust does hereby appoint and substitute Emily Kaye Courteau, as Trustee, the said Emily Kaye Courteau, to have all rights, powers and privileges granted the Trustee in said Deed of Trust.

Should the undersigned become the last and highest bidder at the foreclosure sale, the Substitute Trustee is hereby authorized to transfer and assign said bid to convey title to said Foreclosed property to the SECRETARY OF VETERANS AFFAIRS, an officer of the United States of America, or the SECRETARY OF HOUSING AND URBAN DEVELOPMENT, or whosoever the undersigned shall authorize. The statement in the Substitute Trustee's Deed that the undersigned has requested the transfer of its bid to Grantee (s) in the Substitute Trustee's Deed shall be binding on the undersigned and conclusive evidence in favor or the assignee or other parties thereby, and that the Substitute Trustee is duly authorized and empowered to execute the same.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officers on this 24 day of June, 2008

US Bank National Association, As Trustee Of Citigroup Mortgage Loan Trust Inc, Asset Backed Pass Through Certificates, Series 2006-HE2 Under The Pooling And Servicing Agreement Dated As Of August 1, 2006, Without Recourse by its attorney in fact CitiResidential Lending, Inc

Dawn L. Reynolds

BY: Dawn L Reynolds, Authorized Agent

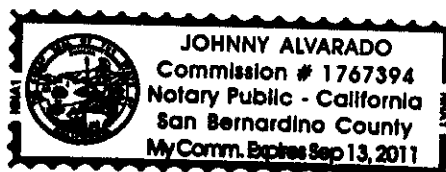
STATE OF California
COUNTY OF San Bernardino

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Dawn L Reynolds known personally to me to be the Authorized Agent of CitiResidential Lending, Inc as the attorney in fact for the within named US Bank National Association, As Trustee Of Citigroup Mortgage Loan Trust Inc, Asset Backed Pass Through Certificates, Series 2006-HE2 Under The Pooling And Servicing Agreement Dated As Of August 1, 2006, Without Recourse and that (s) he executed and delivered the within and foregoing instrument on the day and year therein mentioned for and on behalf of said corporation, and as its own act and deed for the purposes therein mentioned, having been first duly authorized so to do.

WITNESS my signature and official seal on this, the 24th day of June, 2008.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES:
F08-1736
tbd



MVA
7-2-08

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LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that U.S. Bank National Association a national banking association organized and existing under the laws of the United States of America, at 60 Livingston Avenue, Corporate Trust, 3rd Floor, St. Paul, MN, as trustee, indenture trustee, indenture trustee administrator or co-trustee (in each such capacity referred to herein as the "Trustee") pursuant to those pooling and servicing agreements or indentures (each an "Agreement" and collectively, the "Agreements") by and among the Trustee, as Trustee, and Citi Residential Lending Inc., as Servicer or Master Servicer (in each such capacity, together with its respective successors and assigns, referred to herein as the "Servicer"), and any other signatories to any Agreement relating to any transaction issued by the Depositor known as Ameriquest Mortgage Securities Inc., (regardless of whether such transaction is issued before or after the date of this Limited Power of Attorney), hereby constitutes and appoints the Servicer, by and through the Servicer's officers, the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all mortgage loans serviced by the Servicer pursuant to the terms and conditions of the Agreements, solely for the purpose of performing such acts and executing such documents in the name of the Trustee necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and "Deeds of Trust" respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various certificateholders or noteholders, as applicable (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which the Servicer is acting as the Servicer.

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreements shall be construed to the contrary:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is solely for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued; provided that (i) said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured and (ii) otherwise conforms to the provisions of the Agreement.
2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.

3. The conveyance of the properties to the mortgage lender, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
4. The completion of loan assumption agreements.
5. The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
6. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
7. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
 - a. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
 - b. the preparation and issuance of statements of breach or non-performance;
 - c. the preparation and filing of notices of default and/or notices of sale;
 - d. the cancellation/rescission of notices of default and/or notices of sale;
 - e. the taking of deed in lieu of foreclosure; and
 - f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e. above.
9. With respect to the sale of property acquired through a foreclosure or deed-in lieu of foreclosure, including, without limitation, the execution of the following documentation:
 - a. listing agreements;
 - b. purchase and sale agreements;
 - c. grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
 - d. escrow instructions; and

- e. and all documents necessary to effect the transfer of property. ^{BK 2,917 PG 590}
10. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property.
 11. Endorse on behalf of the Trustee all checks, drafts and/or negotiable instruments made payable to the Trustee.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall be effective as of September 2007.

This appointment is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Servicer to the Trustee under the Agreements, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding in the name of U.S. Bank National Association except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of the Trustee, then the Servicer shall promptly forward a copy of same to the Trustee.

This limited power of attorney is not intended to extend the powers granted to the Servicer under the Agreements or to allow the Servicer to take any action with respect to the Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreements.

The Servicer hereby agrees to indemnify and hold the Trustee and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred solely by reason or result of the exercise by the Servicer of the powers specifically granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement or the earlier resignation or removal of the Trustee under the Agreements.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state, except New York General Obligations Law § 5-1401 and § 5-1402.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

IN WITNESS WHERE U.S. Bank National Association, as Trustee has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 28th day of December 2007. BK 2,917 PG 591

U.S. Bank National Association, as Trustee

By: [Signature]
Name: David Duclos
Title: Vice President

Witness: [Signature]
By: Paul Gobin

Witness: [Signature]
By: Damaris Ortiz

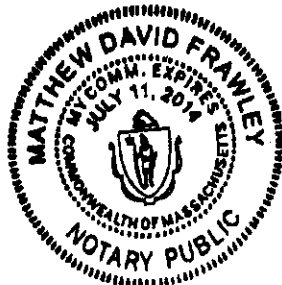
Acknowledged and Agreed
Citi Residential Lending Inc. as Servicer

By: [Signature]
Name: Tamara Price
Title: Vice President

STATE OF MASSACHUSETTS
COUNTY OF SUFFOLK

On December 28, 2007, before me, the undersigned, a Notary Public in and for said State and County, personally appeared David Duclos of U.S. Bank National Association, as Trustee for those deals referenced in the Limited Power of Attorney, personally known to me (or Proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed that same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted and executed the instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.



[Signature]
Matthew David Frawley
Notary Public, State of Massachusetts
My commission expires: 07/11/2014